



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Fla. (\$133,376.82)

MEETING DATE: February 15, 2012

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute service maintenance agreement with Sungard Public Sector, Inc., of Lake Mary, Fla., in the amount of \$133,376.82.

BACKGROUND INFORMATION: In 2009, the Lodi Police Department purchased a replacement computer system. The new Sungard OSSI system provides records management, computer-aided dispatching, field reporting, mobile computing and other functions that allow the department to function more efficiently. The original purchase agreement included a one-year maintenance agreement to provide software and hardware support in the event of system malfunctions, and the City extended that agreement from October 2010 through September 2011 at a cost of \$131,967.14.

Renewing the maintenance agreement will cost \$133,376.82. The maintenance agreement provides ongoing technical support that will minimize any disruption in the department's ability to provide service to the public in the event of a system malfunction.

FISCAL IMPACT: Estimated cost of \$133,376.82 is included in the FY 2011/2012 budget.

FUNDING AVAILABLE: \$133,967.82 from Account No. 101031.7335


Jordan Ayers
Deputy City Manager/Internal Services Director


Mark Helms
Chief of Police

MG:jb

cc: City Attorney

APPROVED:


Konradt Bartlam, City Manager

SUNGARD® PUBLIC SECTOR

February 1, 2012

Jeanie Biskup
Lodi Police Department
215 W. Elm Street
Lodi, CA 95240
209-333-6864

Dear Ms. Biskup:

This letter is to confirm the upcoming renewal of the annual Maintenance and Support Services under the terms of the existing Licensed Program Support Agreement dated November 17, 2010 with SunGard Public Sector Inc. for such services.

The Agreement Term shall be extended and pricing shall be adjusted as provided below:

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee October 1, 2011 - September 30, 2012
1	OSSI Base Computer Aided Dispatch System Tier 3	\$ 12,519.00
3	OSSI Additional CAD Console License	\$ 2,106.00
1	OSSI Alpha Numeric Paging Module	\$ 990.00
1	OSSI First CAD Map Display and Map Maintenance Software License	\$ 990.00
5	OSSI Additional CAD Map Display Site License	\$ 1,800.00
2	OSSI CAD Resource Monitor Display License with Maps Client	\$ 540.00
1	OSSI Rip & Run Printing Faxing Module	\$ 990.00
1	OSSI Roster Module	\$ 990.00
1	OSSI E911 Interface Module	\$ 990.00
1	OSSI Firehouse RMS Interface	\$ 990.00
1	OSSI Interface to Pagegate	\$ 180.00
1	OSSI Station Toning Module	\$ 990.00
1	OSSI Zetron Model 3030 TDD Interface	\$ 810.00
1	OSSI Telestaff Interface	\$ 990.00
1	OSSI Base Mobile Server Software Client - 50	\$ 3,600.00
7	OSSI CAD Client AVL License	\$ 2,520.00
35	OSSI Client AVL Mobile License	\$ 840.00
1	OSSI AVL Server Host License	\$ 6,300.00
35	OSSI MCT Client for Digital Dispatch	\$ 5,572.00
35	OSSI Mobile Client Maps	\$ 1,120.00
35	OSSI License of Incident/Offense Field Reoortine Module Client	\$ 5,572.00
85	OSSI MFR Client Accident Reporting	\$ 6,800.00
35	OSSI Mobile Arrest Module	\$ 1,680.00
50	OSSI MFR Client Moblan Version	\$ 4,000.00
1	OSSI MCT Interface to Firehouse	\$ 1,350.00
1	OSSI Review Module for Field Reporting	\$ 2,800.00
1	OSSI Integrated State/NCIC Messaging Software Switch	\$ 3,600.00
30	OSSI Lan Client License for Message Switch	\$ 1,620.00
2	OSSI Canine Module in MFR	\$ 96.00
1	OSSI Police to Citizen	\$ 2,000.00
1	OSSI Client Base Records Management System - 50	\$ 12,992.00
1	OSSI Police to Police Internet Data Sharing	\$

SUNGARD® PUBLIC SECTOR

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee	
		October 1, 2011 - September 30, 2012	
1	OSSI Base Accident Module - 50	\$	880.00
1	OSSI Accident Wizard Base Server License	\$	800.00
95	OSSI Accident Wizard Worksheet License Client	\$	2,280.00
1	OSSI Animal Contral Module	\$	1,200.00
1	OSSI Bar Coding Server License	\$	400.00
1	OSSI Bike Registration module - 10	\$	240.00
1	OSSI Calls for Service Module	\$	320.00
1	OSSI RMS Canine Tracking Module	\$	880.00
1	OSSI Crime Analysis Module - Client License	\$	2,000.00
1	OSSI Crime Stoppers Management Module	\$	560.00
1	OSSI Document Scanning and Storage	\$	1,600.00
1	OSSI Felony Registration Module - 10	\$	240.00
1	OSSI Fire Arms Application Permit Module -10	\$	240.00
1	OSSI Generic Permit Module - 10	\$	480.00
2	OSSI Bar Coding Hand Held Client License	\$	510.00
1	OSSI Link Analysis Module	\$	2,800.00
1	OSSI RMS Map Display and Pin Mapping Licene - 50	\$	1,600.00
1	OSSI Notification Module -50	\$	2,272.00
1	OSSI Ordinance Module	\$	240.00
1	OSSI Probation and Parole Module - 10	\$	240.00
1	OSSI Problem Oriented Policing module - 10	\$	560.00
1	OSSI Property and Evidence Module	\$	880.00
1	OSSI Residential Security Watch - 10 Module	\$	240.00
1	OSSI Sex Offender Module	\$	2,400.00
1	Gang Profile Module	\$	1,200.00
1	OSSI Professional Standards Internal Affairs Module Client	\$	2,800.00
1	OSSI Client Jail Management System Module - 5	\$	2,400.00
1	OSSI Site License Mugshot Display Software License	\$	4,200.00
1	OSSI Mugshot Capture Station Software Only	\$	880.00
1	OSSI State Livescan Interface	\$	1,360.00
1	OSSI RMS Custom Modification - Dataworks Interface	\$	800.00
1	OSSI - Lodi interface to San Joaquin County	\$	2,592.00
	Tax	\$	4,945.82
	Totals	\$	133,376.82

Fees for the renewal Term of Maintenance and Support Services shall be due prior to the start of that term (payment terms are net 30 days).

Please sign below, acknowledging your intent to renew the annual Maintenance and Support Services as provided within this letter. If you have any questions or if I can be of any assistance please do not hesitate to contact me at 407-304-3158 or email me at george.sereikas@sungardps.com.

Sincerely,

SUNGARD PUBLIC SECTOR INC.



By: George Sereikas
Manager, Contracts Services

ACKNOWLEDGED:

LODI POLICE DEPARTMENT, CA

By: 

Name/Title: Mark Helms, Chief of Police

Date: 2/6/12

SIGNATURES CONTINUE ON NEXT PAGE

CITY OF LODI, a municipal corporation

Dated: _____

KONRADT BARTLAM
City Manager

Attest:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____ 

**SUNGARD PUBLIC SECTOR INC.
LICENSED PROGRAM(S) SUPPORT AGREEMENT**

THIS LICENSED PROGRAM(S) SUPPORT AGREEMENT (this "Agreement") is entered into this 17th day of November, 2010, by and between Lodi Police Department, a political subdivision of the State of California, whose address is 215 W. Elm Street (hereafter referred to as "Customer"), and **SunGard Public Sector Inc.**, having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746, (hereafter referred to as "SunGard Public Sector").

WITNESSETH:

WHEREAS, SunGard Public Sector and Customer entered into that certain SunGard Public Sector Software License Agreement dated September 2, 2008 (the "License Agreement") under which Customer obtained a perpetual, non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation on certain terms and conditions;

WHEREAS, Customer desires to receive the Support, as defined herein, from SunGard Public Sector and SunGard Public Sector desires to render the Support to Customer with respect to the Licensed Program (as hereinafter defined) on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **"Licensed Program."** "Licensed Program" means the software identified in a schedule, supplement or amendment to the License Agreement between the parties (Schedules), including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or License Agreement. This excludes computer software not developed by SunGard Public Sector which might be used in conjunction with the SunGard Public Sector Public Safety Licensed Program, such as word processors, spreadsheets, terminal emulators, etc.
- 1.2 **"Modification."** "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.
- 1.3 **"Agreement Term."** An initial period shall commence upon the Maintenance Plan Start Date reflected on Attachment 2 and extend for a period of one year. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof or otherwise superseded by the execution of a new Licensed Program Support Agreement. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.
- 1.4 **"Error."** Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard Public Sector. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard Public Sector, or not authorized to be so combined or merged by SunGard Public Sector, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of program, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

- 1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.
- 1.6 **"Enhancement."** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by SunGard Public Sector as minor or major, depending on SunGard Public Sector's assessment of their value and of the function added to the preexisting Licensed Program.
- 1.7 **"Coverage Hours."** Monday through Friday 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays for any questions regarding the Licensed Program(s) included in this Agreement. For a Major Application Problem on SunGard Public Sector's Base Computer Aided Dispatch System (Base CAD) only, SunGard Public Sector coverage hours will be 24-hours per day, 7-days per week.
- 1.8 **"Response Time."** Within Eight (8) hours of the Coverage Hours from the time that SunGard Public Sector verifies that an Error is present, SunGard Public Sector will initiate **work** toward development of an Error Correction for a Major Application Problem. Minor Application Problems will be fixed with the next scheduled Licensed Program Release.
- 1.9 **"Licensed Program Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.
- 1.10 **"System Administrator."** An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Public Sector Support personnel.
- 1.11 **"Major Application Problem."** The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system. Therefore, the Base CAD system is down or non-operational because of the Licensed Program as determined by SunGard Public Sector.
- 1.12 **"Minor Application Problem."** The Licensed Program functions with inconveniences or programmatic error; however, the Licensed Program has not stopped Customers' daily operations.
- 1.13 **"Non Application Problem"** is a problem, which is determined by SunGard Public Sector to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc.

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements. Acceptance of this Agreement by SunGard Public Sector is conditioned upon confirmation by SunGard Public Sector that the Licensed Program is eligible for support. Customer agrees that the obligation of SunGard Public Sector to continue to provide Services with respect to a Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met. To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements:

- a. Customer has a valid Software License Agreement for the Licensed Program.
- b. Customer has a System Administrator.
- c. The hardware configuration on which the Licensed Program is to be used is supported by SunGard Public Sector.
- d. Customer is, and remains, in compliance with the schedule of payments.

SunGard Public Sector may require Customer to appoint a new System Administrator if SunGard Public Sector determines that the System Administrator does not have the training or experience necessary to communicate effectively with the SunGard Public Sector support personnel.

Section 3

SCOPE OF SERVICES

3.1 During the Agreement Term, SunGard Public Sector shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard Public Sector's current rate schedule:

- a. SunGard Public Sector shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.
- b. SunGard Public Sector shall maintain a telephone hot line that allows Customer to report system problems and seek assistance *in use of* the Licensed Program.
- c. SunGard Public Sector shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- d. SunGard Public Sector shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard Public Sector in accordance with SunGard Public Sector's standard reporting procedures. SunGard Public Sector shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, SunGard Public Sector shall provide the Error Correction through a "temporary **fix**" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard Public Sector shall include the Error Correction in all subsequent Releases of the Licensed Program. SunGard Public Sector shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard Public Sector shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.
- e. SunGard Public Sector may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard Public Sector so elects, major Enhancements. SunGard Public Sector shall provide Customer with one copy of each new Release, without additional charge. SunGard Public Sector shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard Public Sector's current rate schedule.
- f. Subject to space availability and training fees, Customer may enroll its employees in SunGard Public Sector's training classes.
- g. SunGard Public Sector shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard Public Sector and Customer.
- h. SunGard Public Sector's software support is intended exclusively for SunGard Public Sector's Licensed Program(s); however, SunGard Public Sector can optionally provide first line support for selected operating systems where SunGard Public Sector has an agreement with the supplier. When the Customer contracts for this service, SunGard Public Sector will make a good faith effort to find solutions to operating system problems. However, Customer must be aware of the following facts:

1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, SunGard Public Sector recommends that they work directly with the appropriate operating system vendor on these matters. SunGard Public Sector will still be available to provide assistance whenever needed.
2. SunGard Public Sector is required to work with the company that supplied the operating system. If that company fails to provide quality support, SunGard Public Sector will not be able to provide quality support to our customers.
3. Some operating system problems can only be solved on-site. If and when this situation occurs, SunGard Public Sector personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the SunGard Public Sector's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem.
4. In the event that a bug is identified in the operating system, SunGard Public Sector will immediately report the problem directly to the provider. However, SunGard Public Sector and the Customer will be required to accept their schedule for Rxing the problem.
5. If enhancement requests are made to SunGard Public Sector for changes to the operating system, SunGard Public Sector will pass them along to the provider. SunGard Public Sector can make no commitments as to when, or if, the enhancements will be included in future releases.
6. SunGard Public Sector will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with SunGard Public Sector software support.
8. SunGard Public Sector must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the SunGard Public Sector Licensed Program(s).

3.2 The following items are specifically not covered by this Agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover the operating system and/or data files.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard Public Sector.
- g. Problems with, or caused by any software not supported by SunGard Public Sector, including, but not limited to, SNA, word processors, terminal emulators, etc.
- h. System software installations made by the Customer without authorization of SunGard Public Sector such as installing a new Windows SQL version.

Section 4

OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide, without charge to SunGard Public Sector, access to its facilities in connection with the performance of SunGard Public Sector of its obligations hereunder. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide SunGard Public Sector with information sufficient for SunGard Public Sector to duplicate the circumstances under which a Problem in a Licensed Program became apparent.
- 4.3 Customer must maintain a current license of pcAnywhere, the SunGard Public Sector OSSI services workstation, and a 128K internet connection (Cable, DSL or similar) for support of the Licensed Programs. These items will connect to the active OSST application data set(s) using a Licensed Program maintained by SunGard Public Sector hereunder. If desired, the Customer may install a dedicated 56K modem and phone line as a backup support option via dial-up. The customer shall provide access to a voice grade local telephone line for communication with the SunGard Public Sector support staff, SunGard Public Sector strongly recommends PC Anywhere and modem connection as a backup solution in the event Customer loses the broadband connection. In the event Customer elects not to maintain such, Customer acknowledges that SunGard Public Sector will not be able to provide support and will be relieved from all obligations hereunder for providing support.
- 4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the SunGard Public Sector representative arrives on site, no work will be performed and Customer will be charged for such SunGard Public Sector representative.
- 4.5 All communications by Customer to SunGard Public Sector must be in the English language.
- 4.6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5. At least one of these System Administrators must be available at all times.
- 4.7 Customer is responsible to support and maintain all system software. Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard Public Sector's Licensed Programs without approval from SunGard Public Sector,

Section 5

SYSTEM ADMINISTRATOR REQUIREMENTS

- 5.1 Each System Administrator must be certified by SunGard Public Sector by completing the following:
 - a. Operating System training by either SunGard Public Sector or by a certified Microsoft training organization. This course work must include Administrating Windows 2000 Workstation, Administrating Windows 2000 Server, Windows SQL Administration (or the most current version supported by SunGard Public Sector at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals.
 - b. SunGard Public Sector's application administration and code file course for each Licensed Program.
 - c. SunGard Public Sector's application **training** courses for each Licensed Program.
- 5.2 Each System Administrator must meet with a SunGard Public Sector Project Manager to review and sign on each of SunGard Public Sector's "Licensed Program(s) and/or Services Delivered" list.

- 5.3 Each System Administrator must be identified in an Attachment I properly signed by both Customer and SunGard Public Sector.
- 5.4 Each System Administrator must be qualified to address, without the aid of SunGard Public Sector, all problems relating to any hardware, software or operating system not directly associated with the Licensed Program(s).
- 5.5 Calls received by anyone not identified in an Attachment I are not covered by this Agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time.
- 5.6 Each System Administrator must attend all of SunGard Public Sector's Licensed Program training.

Section 6

FEES AND CHARGES

- 6.1 Customer shall pay SunGard Public Sector Support fees and charges of \$1123.20 to the table attached hereto as Attachment 2 - Support Fees, Additional Licensed Programs may be added to this Agreement by the Schedules. SunGard Public Sector reserves the right to change its Support fees, provided that no such change will be effective until at least 30 days after SunGard Public Sector has given Customer written notice of such change by means of an invoice. In addition to the foregoing changes in Support Fees, fee changes will also result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.2 SunGard Public Sector shall invoice Customer at the beginning of each contract year for all Support fees. All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the highest rate allowed by applicable law.
- 6.3 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard Public Sector the Services called for by this Agreement.
- 6.4 Customer agrees to pay additional charges according to the SunGard Public Sector fee schedule for all work performed outside of Coverage Hours. These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours. Customer will be required to authorize any work outside of coverage hours that results in additional charges.
- 6.5 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the SunGard Public Sector fee schedule for travel expenses and comprehensive per diem.

Section 7

PROPRIETARY RIGHTS

- 7.1 To the extent that SunGard Public Sector may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by SunGard Public Sector (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by SunGard Public Sector, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by SunGard Public Sector. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes.

- 7.2 The Vendor Programs are and shall remain the sole property of SunGard Public Sector, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid SunGard Public Sector for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment that SunGard Public Sector may reasonably request in order to establish and protect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 SUNGARD PUBLIC SECTOR DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AND REPRESENTATIONS WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
- 8.2 In no event shall SunGard Public Sector's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to SunGard Public Sector by Customer within the last twelve (12) months,
- 8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued.

Section 9

TERMINATION

- 9.1 This Agreement may be terminated as follows:
- a. This Agreement shall immediately terminate upon the termination of the License Agreement;
 - b. This Agreement may be terminated by Customer upon the expiration of the then-current term of this Agreement, provided that at least ninety (90) days prior written notice is given to SunGard Public Sector. SunGard Public Sector may terminate this Agreement upon the expiration of the second term of this Agreement, provided that at least ninety (90) days prior written notice is given to Customer; or
 - c. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 9.2 Following termination of this Agreement, SunGard Public Sector shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by SunGard Public Sector for the remaining term of the License Agreement. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate allowed by applicable law.

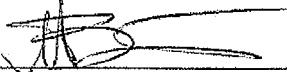
Section 10

MISCELLANEOUS

- 10.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes **and** merges all prior proposals, **understandings**, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 10.2 If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those **as** to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.3 This Agreement may not be assigned except in conjunction with permitted assignment of the SunGard Public Sector Software License and Services Agreement.
- 10.4 Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

LODI POLICE DEPARTMENT, CA



Authorized Signature

Rad Bartlam, Interim City Manager

Print Name & Title

11-15-10

Date

Attest

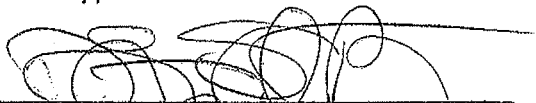

Randi Juhl

City Clerk

Dated:

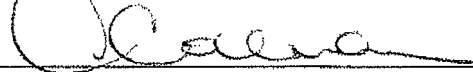
11/17/10

Approved as to Form:



D. Stephen Schwabauer, City Attorney

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

Christian Coleman

VP and Controller, SunGard Public Sector Inc

Print Name & Title

10/11/2010

Date

**LICENSED PROGRAM(S) SUPPORT AGREEMENT
ATTACHMENT 1**

SUPPORT FEES

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee October 1, 2010 - September 30, 2011
1	OSSI Base Computer Aided Dispatch System Tier 3	\$ 12,519.00
3	OSSI Additional CAD Console License	\$ 2,106.00
1	OSSI Alpha Numeric Paging Module	\$ 990.00
1	OSSI Map Converter Software	\$ 630.00
1	OSSI First CAD Map Display and Map Maintenance Software License	\$ 990.00
5	OSSI Additional CAD Map Display Software License	\$ 1,800.00
2	OSSI CAD Resource Monitor Display License with Maps Client	\$ 540.00
1	OSSI Rip & Run Printing Faxing Module	\$ 990.00
1	OSSI Roster Module	\$ 990.00
1	OSSI E911 Interface Module	\$ 990.00
1	OSSI Firehouse RMS Interface	\$ 990.00
1	OSSI Interface to Pagegate	\$ 180.00
1	OSSI Station Toning Module	\$ 990.00
1	OSSI Zetron Model 3030 TDD Interface	\$ 810.00
1	OSSI Telestaff Interface	\$ 990.00
1	OSSI Base Mobile Server Software Client - 50	\$ 3,600.00
7	OSSI CAD Client AVL License	\$ 2,520.00
35	OSSI Client AVL Mobile License	\$ 840.00
1	OSSI AVL Server Host License	\$ 6,300.00
35	OSSI MCT Client for Digital Dispatch	\$ 5,572.00
35	OSSI Mobile Client Maps	\$ 1,120.00
35	OSSI License of Incident/Offense Field Reporting Module Client	\$ 5,572.00
85	OSSI MFR Client Accident Reporting	\$ 6,800.00
35	OSSI Mobile Arrest Module	\$ 1,680.00
50	OSSI MFR Client Moblan Version	\$ 4,000.00
1	OSSI MCT Interface to Firehouse	\$ 1,350.00
1	OSSI Review Module for Field Reporting	\$ 2,800.00
1	OSSI Integrated State/NCIC Messaging Software Switch	\$ 3,600.00
30	OSSI Lan Client License for Message Switch	\$ 1,620.00
2	OSSI Canine Module in MFR	\$ 96.00
1	OSSI Police to Citizen	\$ 2,000.00
1	OSSI Client Base Records Management System - 50	\$ 12,992.00
1	OSSI Police to Police Internet Data Sharing	\$ -
1	OSSI Base Accident Module - 50	\$ 880.00
1	OSSI Accident Wizard Base Server License	\$ 800.00
95	OSSI Accident Wizard Worksheet License Client	\$ 2,280.00
1	OSSI Animal Control Module	\$ 1,200.00
1	OSSI Bar Coding Server License	\$ 400.00
1	OSSI Bike Registration module - 10	\$ 240.00
1	OSSI Calls for Service Module	\$ 320.00
1	OSSI RMS Canine Tracking Module	\$ 880.00
1	OSSI Crime Analysis Module - Client License	\$ 2,000.00
1	OSSI Crime Stoppers Management Module	\$ 560.00
1	OSSI Document Scanning and Storage	\$ 1,600.00
1	OSSI Felony Registration Module - 10	\$ 240.00
1	OSSI Fire Arms Application Permit Module - 10	\$ 240.00
1	OSSI Generic Permit Module - 10	\$ 480.00
2	OSSI Bar Coding Hand Held Client License	\$ 510.00
1	OSSI Link Analysis Module	\$ 2,800.00
1	OSSI RMS Map Display and Pin Mapping License - 50	\$ 1,600.00
1	OSSI Notification Module - 50	\$ 2,272.00
1	OSSI Ordinance Module	\$ 240.00
1	OSSI Probation and Parole Module - 10	\$ 240.00
1	OSSI Problem Oriented Policing module - 10	\$ 560.00
1	OSSI Property and Evidence Module	\$ 880.00
1	OSSI Residential Security Watch - 10 Module	\$ 240.00
1	OSSI Sex Offender Module	\$ 2,400.00
1	Gang Profile Module	\$ 1,200.00
1	OSSI Professional Standards Internal Affairs Module Client	\$ 2,800.00
1	OSSI Client Jail Management System Module - 5	\$ 2,400.00
1	OSSI Site License Mugshot Display Software License	\$ 4,200.00
1	OSSI Mugshot Capture Station Software Only	\$ 880.00
1	OSSI State Livescan Interface	\$ 1,360.00
1	OSSI RMS Custom Modification - Dataworks Interface	\$ 800.00
	Tax	\$ 5,498.14
	Totals	\$ 131,967.14

RESOLUTION NO. 2012-10

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
THE SERVICE MAINTENANCE AGREEMENT WITH
SUNGARD PUBLIC SECTOR, INC.

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WHEREAS, in 2009 the Lodi Police Department purchased a new computer system from Sungard Public Sector, Inc.; and

WHEREAS, the new Sungard OSSI system provides records management, computer aided dispatching, field reporting, mobile computing, and other functions, which allow the department to function more efficiently; and

WHEREAS, the annual Service Maintenance Agreement between the Lodi Police Department and Sungard Public Sector provides for software and hardware support in the event of system malfunctions and minimizes any disruption in the department's ability to provide service to the public.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Service Maintenance Agreement for current police information systems with Sungard Public Sector, Inc., of Lake Mary, Florida, and authorize payment in the amount of \$133,376.82 from the 2011/12 Lodi Police Department Operating Budget.

Dated: February 15, 2012

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I hereby certify that Resolution No. 2012-10 was passed and adopted by the City council of the City of Lodi in a regular meeting held February 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk